

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into this 28 day of August, 2007 by and between the **HENDRICKS COUNTY ASSESSOR** on behalf of Clay, Eel River, Franklin, Liberty, Marion, Middle and Union Township Assessors, hereinafter referred to as the *Assessors*;

AND

STEPHANIE YOTT of JAY Real Estate Services, Inc., hereinafter referred to as the *Professional Appraiser*.

WITNESSETH THAT

WHEREAS, the Assessors have determined that they should employ the Professional Appraiser as a technical advisor for general assessment purposes according to the provisions of IC 6-1.1-4-17; and

WHEREAS, the Assessors have fulfilled all other statutory conditions precedent to the employment of a technical advisor; and

WHEREAS, the Assessors wish to employ the Professional Appraiser and the Professional Appraiser is willing to be employed by the Assessors; and

WHEREAS, The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17 (c);

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Assessors and the Professional Appraiser hereby enter into this Agreement for technical assistance.

1.0 CONSIDERATION

The Assessors shall pay the Professional Appraiser as follows:

- 1.1 A minimum fee of **THIRTY DOLLARS (\$30.00)** per parcel for all assessing duties, responsibilities and activities as defined in Article 3.0 of this Agreement.

2.0 TERMS OF AGREEMENT

- 2.1 The Assessors shall first notify the Professional Appraiser of properties and parcels the Professional Appraiser is to assess, on or before January 1, 2008. All parcels shall be submitted to the Professional Appraiser on or before February 14, 2008.
- 2.2 The Professional Appraiser shall commence work under this Agreement after notification from the Assessors of the properties and parcels to be assessed and upon execution of this agreement.
- 2.3 The Professional Appraiser shall complete all work provided for in this Agreement (except as defined in Article 7.0) on or before May 15, 2008.

3.0 PROFESSIONAL APPRAISER RESPONSIBILITIES

- 3.1 The Professional Appraiser shall gather all information needed to determine true tax values and assessed values for certain specified residential properties for the March 1, 2008 assessment date. The Professional Appraiser shall make a preliminary determination of the true tax value and assessed value for the properties, all in accord with statutes, rules and instructional bulletins or directives relating to those properties. All final decisions as to assessed values, procedures followed, forms used, and the extent of the services supplied, shall be made by the Assessors.
- 3.2 The Assessors shall notify the Professional Appraiser of the residential parcels that the Professional Appraiser is to assess. This notification shall be in writing, with each parcel number listed by township. With the notification, the Assessors shall provide or make available to the Professional Appraiser all information the Assessors have concerning each parcel to be assessed, including, but not limited to, a copy of the current property record card, any (where appropriate) and all information about the geographic location (tax maps) of the property obtained from building permits, assessment registration notices under IC 6-1.1-5-15, or other comparable means. Notification shall be deemed received by the Professional Appraiser upon receipt of the notification.
- 3.3 The Professional Appraiser shall be responsible for the identification of each parcel of real property in accordance with the property class codes as established by the State Board of Tax Commissioners in the "Indiana Real Property Assessment Manual".

- 3.4 The Professional Appraiser shall verify the measurements of all property (per notification list), as well as a complete listing of the competent parts of the structure, and prepare a property record card establishing a valuation for each parcel that is fifty percent (50%) complete as of March 1, 2008.
- 3.5 The Professional Appraiser shall be responsible for providing a digital color photograph of the improvement that is associated with the parcel (per notification list).
- 3.6 The Professional Appraiser shall not be responsible for the data entry of any field data collection and changes to the properties and parcels that are addressed as part of this Agreement. This data entry shall be done on the county's current computer system located in the Hendricks County Assessor's Office.
- 3.7 The Professional Appraiser shall not be responsible for generating (print) a property record card and Form 11 after the completion of data entry.
- 3.8 Upon review and approval of the Form 11's by the Professional Appraiser and Assessors, the Assessors shall be responsible for the mailing of a new Form 11 for any property that was assessed by the Professional Appraiser per this Agreement.

4.0 QUALITY CONTROL

- 4.1 The Assessors reserve the right to inspect the work being done by the Professional Appraiser at frequent intervals during this Agreement.
- 4.2 The Assessors, upon request, may inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed and may accompany the Professional Appraiser in his/her assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend his/her full cooperation to the Assessors by providing access to all related records for the purpose of monitoring quality, performance, and progress.

5.0 CERTIFIED APPRAISER

- 5.1 The Professional Appraiser under this Agreement is an individual who is certified as Level Two Assessor-Appraiser under IC 6-1.1-31.7.

6.0 REPORTS

- 6.1 The Professional Appraiser shall deliver to the Assessors, a monthly report of work completed for every one month period that this Agreement is active. This report shall contain a complete list of all parcels inspected by The Professional Appraiser. The report will consist of parcel number, address and improvement of every parcel and will be turned in at the end of each monthly period.

7.0 ADDITIONAL SERVICES

7.1 APPEALS

- 7.1.1 **Informal Hearings:** The Professional Appraiser (upon request) shall be available for informal hearings and for the purpose of conducting fieldwork relating to taxpayer inquiries. This shall include the responsibility for reinspection, as may be required, and for data corrections to individual parcels of real property based upon a reanalysis and reinspection of parcels.

- 7.1.2 **Board of Review Hearings:** The Professional Appraiser (upon request) shall provide support of values before the Hendricks County Property Tax Assessment Board of appeals (PTBOA). The Professional Appraiser shall cooperate with the PTBOA and the County Assessor on any appeals. The Professional Appraiser shall make recommendations to the PTBOA and indicate the same on the property record card.

- 7.1.3 **Compensation:** The Professional Appraiser shall be paid **ONE HUNDRED FIFTY DOLLARS (\$150.00)** per diem for the duties and activities as defined in Articles 7.1.1 and 7.1.2

8.0 TIME AND MANNER OF PAYMENT

- 8.1 The Professional Appraiser shall be paid as follows:

At the end of each month, the Professional Appraiser shall submit a claim for payment for work done under this Agreement during that month. The amount of each monthly payment is subject to approval by the Assessors. Approval shall be based on the progress reports that will be submitted along with each monthly claim as expressed in Article 6.0 and on the Assessors inspection of the Professional Appraiser's assessment records. Payment shall be made to the Professional Appraiser within thirty (30) days after approval by the Assessors.

- 8.2 If work is not submitted under this Agreement by the completion date specified in Article 2.2 of this Agreement, then all further payments shall be suspended at that time until all work has been completed as certified under Article 8.1 of this Agreement. Payment of the suspended amount shall be made to the Professional Appraiser within 30) days after that certification.
- 8.3 Failure of the Assessors to make payment when due shall entitle the Professional Appraiser, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.
- 8.4 Additional Compensation that may be due the Professional Appraiser as the result of services requested by the Assessors as specified in Articles 7.1.1 and 7.1.2 of this Agreement (not limited to) shall be invoiced in the month subsequent to the month in which services were provided.

9.0 **PENALTIES**

- 9.1 The payment made to the Professional Appraiser shall be reduced by the amount of **ONE HUNDRED DOLLARS (\$100.00)** per business day for each business day that the assessments by the Professional Appraiser remain incomplete after the terms as described in Article 2.2.

10.0 **GENERAL PROVISIONS**

- 10.1 This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supercedes all prior oral and written agreements and understandings between the Assessors and Professional appraiser. No representation, promise, inducement or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- 10.2 No waiver, alteration, modification or cancellation of any of the provisions of this Agreement shall be binding unless in writing and signed by all those signing this Agreement or their successors in office. The failure of either party at any time or times to require performance of any provisions of this Agreement shall not be considered a waiver and shall in no manner affect the right at a later time to enforce that provision.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized officers. Said Agreement not to be in effect until all parties to the Agreement have executed the same.

WITNESS

Chris A. Cloud

HENDRICKS COUNTY, INDIANA

Paul A. Brown
County Assessor

8/28/07
Date

Paul A. Brown
County Commissioner, President

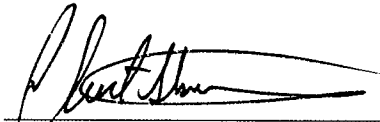
8-28-07
Date

APPRAISER


Stephanie G. Pitt

8-28-07
Date

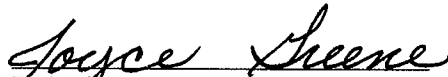
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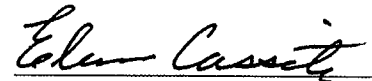
Clay Township Assessor
Clint Stoutenour



Franklin Township Assessor
Sharon Fruits



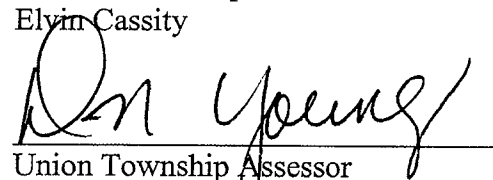
Eel River Township Assessor
Joyce Green



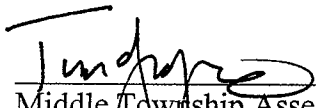
Marion Township Assessor
Elyin Cassity



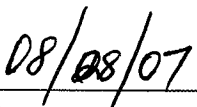
Liberty Township Assessor
Ron Myers



Union Township Assessor
Don Young



Middle Township Assessor
Tim Griffith



Date

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